# AGREEMENT BETWEEN THE BOARD OF TRUSTEES OF SCHOOLCRAFT COLLEGE

#### **AND**

## SCHOOLCRAFT COLLEGE ASSOCIATION OF OFFICE PERSONNEL

July 1, 2005 – June 30, 2009

#### **Table of Contents**

Preamble		i
Article I	Recognition	Page 1
Article II	Association Membership and Security	Page 1
Article III	Payroll Deduction for Association Dues	Page 1
Article IV	Board Rights and Responsibilities	Page 2
Article V	Association and Employees' Rights and Responsibilities	Page 2
Article VI	Employment Status	Page 3
Article VII	Working Year, Week and Hours	Page 4
Article VIII	Emergency Closing	Page 7
Article XI	Work Loads and Assignments	Page 7
Article X	Reclassification and Vacancies	Page 7
Article XI	Seniority	Page 8
Article XII	Paid Sick and Emergency Leave	Page 9
Article XIII	Leaves of Absence	Page 10
Article XIV	Retirement	Page 12
Article XV	Discipline, Termination and Layoff	Page 12
Article XVI	Paid Vacation Allowance	Page 14
Article XVII	Insurance	Page 14
Article XVIII	Dependent Care Program	Page 17
Article XIX	Physical Examination	Page 17
Article XX	Strikes	Page 18
Article XXI	Negotiation Procedures	Page 18
Article XXII	Grievance Procedure	Page 18
Article XXIII	Education/Training	Page 20
Article XXIV	Miscellaneous Provisions	Page 21
Article XXV	Duration	Page 22
Exhibit A	Performance Review	Page 23
Exhibit B	Classifications by Grade	Page 25
Exhibit C	Letter of Understanding	Page 26
Exhibit D	Longevity	Page 27
Exhibit E	Hourly Wage Schedule	Page 28

#### AGREEMENT BETWEEN THE

#### BOARD OF TRUSTEES OF SCHOOLCRAFT COLLEGE

#### **AND**

#### SCHOOLCRAFT COLLEGE ASSOICATION OF OFFICE PERSONNEL

This Agreement is made and entered into this, 1<sup>st</sup> day of July, 2005, by and between the BOARD OF TRUSTEES OF SCHOOLCRAFT COLLEGE (the "Board") and the SCHOOLCRAFT COLLEGE ASSOCIATION OF OFFICE PERSONNEL, an affiliate of MEA/NEA (the "Association").

#### **PREAMBLE**

The parties have a mutual obligation, pursuant to ACT 379 of the Michigan Public Acts of 1965, as amended, to bargain in good faith with respect to hours, wages, terms, and conditions of employment for personnel represented by the Association, such personnel being fully described in Article I, and

the parties, following extended and deliberate negotiations, have reached mutual agreement,

Therefore it is agreed

#### **ARTICLE I**

#### RECOGNITION

- A. The College hereby recognizes the Association as the sole and exclusive bargaining representative for all full and part-time office/clerical employees employed by Schoolcraft College who are employed for twenty-six (26) hours or more per week for thirty-seven (37) weeks or more annually, but excluding: Faculty, Executive, Administrative/ Supervisory, Food Service, Support Personnel, Classified Personnel (including two Secretaries in the President's office, the Office Manager Instruction Office, the Office Supervisor Business Services, and the Secretary to the Executive Director of Human Resources), temporary employees including clerical employees employed as a result of a federal, state or special grant and student employees.
- **B.** The term "employee" when used in this Agreement shall refer to all employees represented by the Association in the bargaining unit as defined above.

#### **ARTICLE II**

#### ASSOCIATION MEMBERSHIP AND SECURITY

- **A.** Membership in the Association is not compulsory. All employees who are covered by this Agreement as a condition of employment shall either become members of the Association or pay to the Association a service fee equivalent to the amount of dues uniformly required of members of the Association.
- **B.** Names and addresses of employees employed to fill positions covered by this Agreement, shall be furnished to the Association by Human Resources. Names of employees promoted to positions, which are excluded from the bargaining unit, shall be provided to the Association so that they are not included in the collective bargaining activities of the Association.
- **C.** Employees in the bargaining unit shall within thirty (30) days of employment or within thirty (30) days of ratification of this master contract, whichever is later, as a condition of employment or of continuing employment, either:
  - 1. Become members of the Association, or
  - 2. Pay to the Association an amount of money equal to the dues of the Association.
- **D.** Upon receipt of written notification by the Association that an employee has not paid such fees or dues or has not authorized payment through a payroll deduction, the College agrees to terminate the employment of the employee within thirty (30) days of such notification.
- **E.** As a condition of the effectiveness of the Article, the Association agrees: To indemnify and hold harmless the College, the Board of Trustees, each individual Board member, and all administrators against any and all claims, demands, costs, suits, or other forms of liability and all court or administrative agency costs that may arise out of, or by reason of, action taken by the College for the purpose of complying with this Article.

#### ARTICLE III

#### PAYROLL DEDUCTION FOR ASSOCIATION DUES

**A.** The College agrees to deduct dues or service fees from the salaries of employees covered by this Agreement and from whom it has written authorization.

- **B.** The College shall remit to the Association dues or service fees deducted from each employee's paycheck within seven (7) days of said deduction. This deduction shall be accompanied by a list of employees from whom deductions have been made.
- C. Not later than August 1 of each year, the President of the Association shall inform the Executive Director of Human Resources of the dues structure of the Association for the forthcoming dues deduction period. The authorized deduction of dues or service fees shall be made in uniform amount as specified by the Association, from each employee's paycheck beginning with the first pay date after September 1, and ending with the last pay date in June. Payroll deductions will be made only in such cases where the employee files with the employer proper written authorization. Such authorization shall be filed in writing no later than thirty (30) days after employment for new employees, or not later than thirty (30) days after ratification of this master contract for regular employees. Such authorization shall remain in effect from year to year unless notification is given to revoke same. Collections of special Association fines, etc., are not part of the dues or service fees and shall be the responsibility of the Association and not a part of the payroll deduction process.

#### ARTICLE IV

#### **BOARD RIGHTS AND RESPONSIBILITIES**

- **A.** Except as modified by the specific terms of this Agreement, the Board of Trustees shall retain all rights and powers to manage Schoolcraft College, and to direct all its employees, as conferred by the Laws and the Constitution of the State of Michigan and encompassed in the Board's responsibility to manage the College. These rights and powers shall include, but shall not be limited to, the sole right:
  - 1. To the executive management and administrative control of the College, its properties, facilities and employees;
  - 2. To hire all employees as well as the right to promote, assign, transfer, evaluate, suspend, layoff and dismiss such employees.
- **B.** The exercise of all these rights shall be limited only by the specific terms of this Agreement and applicable provisions of law.

#### ARTICLE V

#### ASSOCIATION AND EMPLOYEES' RIGHTS AND RESPONSIBILITIES

- **A.** The Schoolcraft College Association of Office Personnel, as the exclusive bargaining representative of the office employees, shall have and enjoy all of the rights and privileges granted to them by Act 379 of the Michigan Public Acts of 1965, as amended from time to time and by other applicable Michigan statutes, except as expressly limited by the rest of the Agreement.
- **B.** The Association shall have the right to use College building facilities for business meetings provided that such facilities are available. Use for other than general membership or business meetings shall be in accordance with rental rules applicable to restricted membership organizations.
- **C.** An employee representing the Association who engages during normal working hours in the conduct of Association business with a representative of the Administration (excluding

arbitration proceedings, court proceedings, proceedings before the Michigan Employment Security Commission or other such proceedings), shall be released from regular duties without loss of salary, personal leave days, vacation days or sick leave days, provided such meetings are arranged by mutual consent through the Executive Director of Human Resources.

- D. The Association shall have the right to hold one (1) general business meeting each month, and each member shall have the right to attend these meetings without unnecessary restrictions. This time may be accumulated, but must not exceed one hour at any one meeting except contract ratification meetings which may be two hours. A contract ratification meeting is one at which the union's bargaining team presents an entire tentative agreement for a ratification vote. The Executive Director of Human Resources will be notified of the use of any accumulated time.
- E. The Association shall be granted twelve (12) days per year of this labor agreement to be used for official Association business. On an as-needed basis, an additional two (2) days may be granted per contract year for use for arbitration proceedings. These days shall not be accumulative beyond this contract. Application for use of these days shall be signed by the Association President signifying approval and processed through the Executive Director of Human Resources one week in advance of the need for the time. Exceptions to the one week notice must be discussed with the Executive Director of Human Resources. If, on the day of a hearing, it is canceled or postponed at the request of the College, any employee, who has been released from work under the terms of this section, shall be allowed to return to work for the remainder of the workday, and only that portion of the workday actually spent in the hearing shall be charged against these Union business days. The same principle will apply to arbitration hearings or hearings before MERC if canceled or postponed by the arbitrator or MERC.

#### ARTICLE VI

#### **EMPLOYMENT STATUS**

#### A. Probationary Employment

- 1. Probationary employment shall be the initial six (6) month period of employment by the College, unless otherwise extended by the immediate supervisor.
- 2. During probationary period, no grade promotions or transfers shall be granted.
- During the probationary period, employees shall be covered by health insurance as per the insurance contract. Dental, Life, Optical, Short-Term Disability and Long-Term Disability insurance shall be provided to employees at the conclusion of the first three months of employment.
- 4. During the probationary period at least two written evaluations shall be made by the immediate supervisor and these written reviews shall become part of the employee's employment record. These reports are designed to protect the rights of the employee and the College by making both parties aware of the individual's progress.
- 5. The initial evaluation must be done at the end of three months of employment. The second evaluation will be prior to the end of the probationary period. The evaluation form is attached, for information purposes only, as Exhibit A.
- 6. After each evaluation a conference shall be held between the employee and supervisor to discuss the evaluation. The file copy shall be signed by the employee and a copy presented to the employee. The employee's signature indicates awareness of the contents of the evaluation and does not necessarily indicate the employee's concurrence.
- 7. The probationary employee may make a written response, which shall be placed in the employee's personnel file to accompany the evaluation.

- 8. At the conference the supervisor shall inform the employee, in writing, of any observed deficiencies.
- 9. A probationary employee may be dismissed, with the approval of the Executive Director of Human Resources, without recourse to this contract.

#### B. Regular Employment

- 1. Regular status is a designation to indicate that an employee has completed a probationary period.
- 2. Regular status makes an employee eligible for grade promotions and/or job reclassification.
- 3. Maintenance of regular status is contingent always upon satisfactory performance.
  Annual performance reviews shall be made part of the employee's employment record.
  The annual performance review form is attached, for information purposes only. (Exhibit A)
- 4. The annual performance review shall be written. It shall be discussed with the employee and signed by both the employee and the supervisor responsible for the evaluation. A copy shall be furnished to the employee and the employee is entitled to answer, explain or clarify the evaluation, but not change it. The employee's response shall be attached to the performance review which is to be placed in the personnel file.
- 5. Regular status shall not be affected except by death, retirement, resignation, or by the termination process as outlined in Article XV.
- 6. There will be only one official personnel file for each employee. This file will be maintained in the Human Resources Department. The employee will have the right upon request to examine the personnel file, the only exclusion being confidential preemployment credentials and pre-employment recommendations of an evaluative nature. The employee will make an appointment with the Human Resources Department to examine the personnel file. A member of the Human Resources Department will be present when the employee inspects the file, and the employee may be accompanied by a member of the Association.
- 7. When evaluations, disciplinary reports, or similar materials are placed in a personnel file, the employee shall be furnished a copy within (10) days. The employee shall have ten (10) days after the receipt of the material to write a rebuttal. Any rebuttal will be attached to the original material in the file.

#### ARTICLE VII

#### **WORKING YEAR, WEEK AND HOURS**

#### A. Full-time Schedules

A full-time employee is defined as any member of the bargaining unit working thirty-seven and one-half (37-1/2) hours per week, and the normal working day shall consist of seven and one-half (7-1/2) hours, commencing at 8:00 a.m. and ending at 4:30 p.m. Exceptions to the normal working day shall be handled through the posting of the variance at the time the position is filled.

#### **B.** Flexible Schedules

- 1. The use of a flexible day, thirty-seven and one-half (37-1/2) hour workweek is permitted. Unless the use of a flexible workweek is caused by the closing of a building, it shall be by mutual agreement between the affected employee(s) and the appropriate administrator.
- 2. With the approval of the supervisor, an employee may be permitted to work additional hours one or more days per week without receiving overtime pay or compensatory time for the purpose of having one-half or one full day off during the same pay period (total

- hours to be worked for straight time pay shall be 37-1/2 hours per week or 75 hours per pay period).
- Whenever a holiday, snow day or other emergency College closing falls during an employee's regularly scheduled day, the remainder of the week or pay period shall be worked as though each employee worked the scheduled shift on the day the College was closed.
- 4. Whenever the employee uses a sick day, a vacation day, or a personal business day on a normally scheduled flex day, the adjustment of hours may be made, and each day treated as 7-1/2 hours of absence. The same guideline is used for half days with the hours adjusted accordingly.
- 5. Compensatory time shall be used in those cases where the College requests that the employees work additional hours and where there is mutual agreement that additional time shall be taken off rather than the employee receiving overtime pay for the hours worked.
- 6. Within the seven and one-half (7-1/2) hour day, full-time employees are entitled to a one (1) hour non paid lunch break and two (2) fifteen minute paid breaks daily. The lunch break may not be eliminated or combined with the daily breaks on a regular basis to adjust the work day. Lunches and breaks will be taken as per Section E of this article.

All provisions of Article VII, Sections C through H inclusive, as outlined below, apply to full-time bargaining unit employees as defined herein.

- **C.** The working year for bargaining unit employees shall consist of thirty-seven (37) weeks or more.
- **D.** The working week shall consist of thirty-seven and one-half (37-1/2) hours, Monday through Friday unless the position is posted which includes Saturday/Sunday.
  - 1. The administration will set work schedules and make work assignments which can reasonably be completed in the allotted time.
  - 2. A full-time bargaining unit employee shall be given twenty-four (24) hours notice if possible, when expected to extend the working day beyond the normal seven and one-half (7-1/2) hours.

#### E. Lunch Periods and Breaks

- 1. All full-time employees shall be entitled to a duty-free, non-paid lunch period of one (1) hour. Individual lunch periods shall begin no earlier than three (3) hours after the start of the shift or any later than five (5) hours after the start of the shift.
- 2. Full-time employees shall be granted two (2) fifteen minute breaks daily. Such breaks shall not be taken at the beginning or end of the work day or routinely taken to extend the lunch period, but shall be taken as otherwise agreed to by the employee and the supervisor.

#### F. Overtime and Compensatory Time

- 1. Overtime rate (time and one-half) will be paid or compensatory time (time and one-half) will be given to all full-time bargaining unit employees for over thirty-seven and one-half (37-1/2) hours in any one week, or for over seven and one-half (7-1/2) hours in any one day if working a five day week, or over the scheduled hours per day if working a flexible workweek.
- 2. Whenever an employee is required to return to work after the completion of the employee's regularly scheduled working hours, the employee shall receive pay for the actual time worked at time and one-half the regular rate or a minimum of three (3) hours pay at the straight time hourly rate, whichever is the greater.
- 3. When overtime hours are required the regular employees in the area where the overtime need arises will be given the opportunity to work overtime before any

overtime work is offered to part-time or student employees. Such overtime work shall be allocated among the qualified regular employees in the area as equitably as practicable.

#### G. Shift Premium

Any employee covered by this contract who starts work at or after 11:00 a.m. shall be paid a premium of seventy-five cents (.75) per hour. Any employee covered by this agreement who works Saturday or Sunday as part of the employee's regular work week, shall be paid a premium of one dollar (1.00) per hour.

#### H. Paid Holidays

1. The following paid holidays will be allowed to all full-time employees providing school is not in session, and provided they fall within the scheduled work year:

Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Day
New Year's Eve Day
New Year's Day
Memorial Day

Christmas Eve Day

- 2. Should any of the above holidays fall on a Saturday, the first preceding work day shall be observed as the holiday. Should any of the above holidays fall on a Sunday, the first succeeding work day shall be observed as the holiday.
- 3. Full-time employees who are required to work the above holidays or days observed as holidays will be paid overtime rate (time and one-half) and be given time off (at time and one-half) in lieu of the paid holiday.
- 4. Payment for holidays will not be provided to employees on leave or to those employees who for some other reason did not work the day preceding and/or following the holiday, except those on approved sick leave, compensatory day, or vacation day.
- 5. An employee assigned by the appropriate administrator to work Christmas week to provide uninterrupted vital and necessary services will be granted equivalent time added to the employee's vacation time. Such assignments must be made not later than December 1.

#### I. Part-time Employees

All other employees covered under this contract, but not defined as full-time employees shall not receive insurance benefits but shall be entitled to the following:

- 1. Pay for actual hours worked at the established hourly rates.
- 2. Pay on a pro-rata basis only for those named holidays actually falling in their normal schedule.
- 3. Vacation, sick and personal business days on a pro rata basis.
- 4. Overtime pay after seven and one-half (7-1/2) hours worked per day or thirty-seven and one-half (37-1/2) hours per week.
- 5. A fifteen (15) minute break for each four (4) hours worked.
- 6. Accrual of part time seniority upon expiration of probationary period. Such seniority shall be used only within the part time category and shall be frozen upon accepting a full time position.
- 7. Regular part time employees shall be eligible for 100% tuition for up to three (3) credit hours for the Fall and Winter semesters for employees only (used as earned-no accrual).

#### ARTICLE VIII

#### **EMERGENCY CLOSING**

- A. If it becomes necessary for the College to close for any reason, those employees who were regularly scheduled to work shall not report to work but shall receive compensation at their regular rate for the hours they were scheduled to otherwise work but for the closing. Employees scheduled for personal business, sick leave or vacation shall be paid as above without having a day deducted from any bank.
- **B.** Should the College require any employee to work despite the closing of the College, that employee shall receive, in addition to the compensation set out in subparagraph one (1), the regular rate of pay for all hours actually worked.

#### **ARTICLE IX**

#### **WORK LOADS AND ASSIGNMENTS**

**A.** In order for each College employee to understand the assigned duties and responsibilities, the Human Resources Department shall develop and maintain job descriptions for each job classification. These descriptions will include a brief job summary, listing of major responsibilities, and a detailed outline of typical duties.

Such job descriptions shall be given to employees at the time of hire or in no event later than three (3) months from the date of hire. The immediate supervisor and/or the appropriate administrator shall meet with each employee annually regarding changes, alterations, or clarifications of job descriptions.

A set of job descriptions shall be supplied to each member of the bargaining unit. Revised job descriptions shall be forwarded to the President of the Union, who will distribute same to the Union members.

- **B.** Employees, at the time of hire, will be assigned to the proper job classification according to Exhibit C.
- **C.** When any new positions, not included in the rate schedule, are established, the College may designate the job classification, rate structure and working conditions consistent with the provisions of this Agreement.
- D. A non-member of the bargaining unit shall not perform duties appropriately assigned to bargaining unit members. The use of co-op students, work study students, student aides, temporary employees hired for peak work periods, or as otherwise provided in this Agreement, and regular part-time employees is permitted. When any bargaining unit member is on layoff status, the College may not reassign the work of a position previously held by a bargaining unit member to a non-bargaining unit member, if any bargaining unit member wants it and is qualified to perform the work.

#### **ARTICLE X**

#### **RECLASSIFICATION AND VACANCIES**

#### A. Reclassification

The reclassification of office positions is the responsibility of the Executive Director of Human Resources after consultation with the department head.

- Positions of regular status employees may be reviewed for reclassification. Such request
  for a review may be initiated by either the employee or the supervisor after the employee
  completes the appropriate form and the supervisor verifies that the information contained
  on the form is an accurate reflection of the job responsibilities. Necessary changes to the
  position review form shall be made after discussing said changes with the Union
  President.
- 2. The review shall be conducted by the Executive Director of Human Resources in consultation with the appropriate department head(s). Decision on reclassification shall be the responsibility of the Executive Director of Human Resources.
- 3. The review shall be conducted in a timely manner, but shall not exceed sixty (60) calendar days from the date the request is received by the Executive Director of Human Resources, unless extended by mutual agreement between the Executive Director of Human Resources and the initiator. If the request is approved, it will be retroactive to the date of initiation.
- 4. If the result of the position review is not acceptable to the employee, the appeal procedure may be obtained from the Human Resources Department.

#### **B.** Vacancies

All postings for bargaining unit positions shall be displayed on the Human Resources Department and Radcliff Center bulletin boards for five (5) work days, during which time bargaining unit employees may bid on such vacancies. At the conclusion of the five (5) work days, internal and external applications shall be accepted for an additional five (5) work days.

Any bargaining unit employee responding to the posting shall be tested, if necessary, and then interviewed. If the employee does not qualify, the employee shall be so notified prior to the College interviewing external candidates.

- 1. The President of the Association shall receive copies of postings as they are advertised.
- 2. Vacancies will be filled, whenever possible, by regular employees who have the necessary skills and who are interested in changing work assignments. The skills, attainments, background, length of time at the College and other relevant factors will be considered. All other factors being equal, the number of months of service shall be the determining factor.
  - a. Transfers shall be the responsibility of the Executive Director of Human Resources after consultation with the department head.
  - b. An employee shall not be retested if the initial testing was completed successfully. When an employee applies for a position which requires additional or different skills, testing may be necessary in the new skill area.
  - c. Any employee who requests and receives a transfer shall not be eligible to request another transfer within the same or lower pay grade until the employee has completed at least one year in the position, unless mutually waived by the department administrator and the employee. The acceptance of a position upon recall from layoff shall not be considered a "request" under this section.
  - d. The President of the Association shall be notified in writing at the time any vacancy is filled or any reclassification is determined.

#### ARTICLE XI

#### SENIORITY

Seniority shall be defined as length of continuous service with the employer and shall be subject to the following conditions:

- **A.** Seniority shall be computed from the latest date of hire. For the purpose of this contract, "date of hire" means the first day actually worked as a bargaining unit employee. Time spent on a leave of absence shall not count towards seniority.
- **B.** Seniority shall be on a bargaining unit-wide basis.
- **C.** When an employee completes the probationary period the employee shall be entered on the seniority list and the employee's seniority shall be computed from the latest date of hire. There shall be no seniority among probationary employees.
- **D.** The seniority lists on the date of this Agreement shall show the names of all bargaining unit employees. Within thirty (30) days after ratification of the Agreement, Human Resources shall provide the Association with a current seniority list of all bargaining unit employees. The President of the Association shall be notified of all additions to the seniority list.
- **E.** An employee shall lose seniority for the following reasons:
  - 1. Resignation
  - 2. Discharge and the discharge is not reversed through the grievance procedure
  - Death
  - 4. Retirement
  - 5. Layoff for length of employment not to exceed two (2) years.
- **F.** All seniority and other rights under this contract shall be frozen if a member of the bargaining unit voluntarily accepts another position at the College. If such employee is returned within five years to a position covered by this contract, the employee shall be credited with all rights previously frozen.

#### ARTICLE XII

#### PAID SICK AND EMERGENCY LEAVE

#### A. Sick Leave

- 1. Newly hired employees shall be credited with sick days on the basis of seven and one-half (7.5) hours for each calendar month (or major fraction of) from the date of hire through the end of the fiscal year.
- 2. After the first year, one hundred twelve and one-half (112.5) hours per College year, credited at the beginning of the fiscal year, will be granted to each full-time employee of the College; this may accumulate to a maximum of nine hundred (900) hours.
- 3. Should an employee accumulate 900 hours and be entitled to additional sick hours, the excess (over 900 hours) shall be placed in a common bank. This common bank may be drawn upon should a Union member have an extended illness (one month or longer). Should this employee have less than the days required to meet the waiting period for Short Term Disability (fourteen calendar days), the employee may request up to seventy five (75) hours from the bank.
  - This bank shall be considered a common bank only, and the days shall be transferred only for the purpose of satisfying the fourteen (14) calendar day waiting period prior to the onset of Short Term Disability (see Article XVII.G). A request for the specific number of days required shall be forwarded to the Executive Director of Human Resources with the medical documentation regarding the reason for the absence and the expected duration of same.
- 4. Accumulated sick leave with regular pay may be used by the employee for any personal illness or injury. Persons injured on the job must file Worker's Compensation forms.
  - a. No sick leave will be charged whenever an employee's absence is covered by Worker's Compensation.

- b. A person receiving Worker's Compensation may utilize personal sick leave days in one-half (1/2) day or one (1) day increments to supplement Worker's Compensation, so long as the use of said days does not make more than whole.
- 5. Accumulated sick leave with regular pay may also be used for emergencies created by illness or injury to the immediate family of the employee within the household or responsibility.
- 6. Employees working less than twelve (12) months per year or less than thirty-seven and one-half (37-1/2) hours per week shall receive sick leave on a pro rata basis.

#### **B.** Personal Business Days

After the period of probationary employment, and with the approval of the supervisor, thirty (30) personal business hours may be used by any regular employee in each fiscal year. Personal Business Days must be requested by advance written notice. The request will be honored if the operation can continue with the best interest of the College being served.

In the case of an emergency requiring the use of a Personal Business Day, the employee is required to contact the supervisor or leave a message on the College answering machine prior to the beginning of the shift.

Personal Business Days will be deducted from the employee's sick leave bank. Employees working less than twelve (12) months per year or less than thirty-seven and one-half (37-1/2) hours per week shall receive personal business hours on a pro rata basis.

#### C. Bereavement

In the event of a death of an employee's immediate family or household member, the employee will be granted paid leave, not chargeable to sick time, not to exceed three (3) working days.

The employee will notify the immediate supervisor of the intended absence. The Executive Director of Human Resources must approve requests for additional bereavement time for extenuating circumstances.

Immediate family member is defined as a spouse, child, father, mother, brother, sister, step of the above; father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, and daughter-in-law; grandparent, grandchild, and spouse's grandparents; aunt, uncle, foster child, or children assigned by the court.

#### D. Jury Duty

An employee who is called for and reports for jury duty shall receive full wages for the duration of the jury duty and shall forward the daily jury duty fee paid by the court to the College. Mileage allowance is not considered jury duty fee.

In order to receive payment under this section, the employee, must give the supervisor and the Executive Director of Human Resources prior notice of summons for jury duty by completing the Jury Duty Reporting Form and must furnish satisfactory evidence that jury duty was performed on the days for which claiming payment. The provisions of this section are not applicable to any employee who without being summoned, volunteers for jury duty.

#### **ARTICLE XIII**

#### LEAVES OF ABSENCE

- **A.** The parties, having discussed during negotiation the provisions of the College's guidelines for the Family and Medical Leave Act, agree that SCAOP employees shall be afforded benefits that are no less than those provided by the Act.
- **B**. Unpaid leaves of absence may be granted for regular status employees at the discretion of the Executive Director of Human Resources for the following reasons:

- 1. Health
- 2. Personal
- 3. Parental

#### C. The following general conditions shall apply to leaves of absence:

- 1. All applications for a leave of absence shall be submitted in writing to the Executive Director of Human Resources with a copy to the employee's immediate supervisor.
- 2. All leaves of absence shall be without pay.
- 3. Vacation time, accumulation of sick leave and other employee benefits shall not accrue during leaves of absence.
- 4. An employee on leave of absence shall notify the Executive Director of Human Resources in writing of the intention to return from leave or request an extension of leave, at least one (1) month prior to the expiration of the leave of absence. Failure to notify the Executive Director of Human Resources within the appropriate time is a violation of this leave article and may result in termination of employment.
- 5. The position of an employee on leave of absence, shall, if filled, be filled with a temporary employee until such time as the regular employee returns from leave of absence, resigns, or is terminated in accordance with B.4 above.
- 6. An employee returning at the completion of a leave of absence shall be assigned to the same position which the employee held at the time the leave commenced. If that position no longer exists, and the employee has sufficient seniority, the employee shall be reassigned to a position within the same classification. If the classification no longer exists, and the employee has sufficient seniority, the employee shall be reassigned to a substantially equivalent position.
- 7. Should the employee on leave resign or fail to return from a leave, the position previously held shall be posted as a full-time vacant position in accordance with the terms of this Agreement.
- 8. While on leave an employee shall have the option to maintain life and hospital/surgical group insurance coverage to the maximum extent possible by forwarding premium payments for said coverage to the Human Resources Department on a monthly basis, one month in advance.

#### D. Health Leave

- 1. When an employee is ill and has used all allotted sick leave, all accumulated vacation allowance and personal days, the employee may request to be placed on leave of absence for a period not to exceed six months.
- 2. Leaves for rest and recuperation (ill health) may be granted upon certification, in writing, by the employee's physician.
- 3. When returning from a leave of absence of one (1) month or longer, or after accident or surgery, employees must obtain a certificate of good health from the employee's own physician. The Executive Director of Human Resources may require an examination by a doctor designated by the College at College expense.

#### E. Personal Leave

A leave of absence for personal reasons, not to exceed one (1) year, may be granted upon written request for:

- 1. Caring for members of the family who are ill
- 2. Caring for an adopted child
- 3. Other responsibilities or for personal circumstances of a highly unusual or compelling nature.

#### F. Parental Leave

A parental leave of absence without pay for up to one (1) year shall be granted to an employee for the purpose of child bearing and/or rearing as follows:

- 1. An employee who is pregnant shall be granted upon request, a leave to begin at any time between the commencement of her pregnancy and one (1) year after a child is born to her. Said employee shall notify the Executive Director of Human Resources in writing of her desire to take such a leave, and, except in case of emergency, shall give such notice at least thirty (30) days prior to the date on which her leave is to begin. An employee who is pregnant may continue in active employment as late into pregnancy as she desires provided that she is medically able, as determined by herself and her physician. All or any portion of a leave taken by an employee because of a medical disability connected with or resulting from her pregnancy may, at the employee's option, be taken as sick leave as provided for in Article XII.
- 2. Upon request, a male employee shall be granted a leave to begin at any time between the birth of a child to his wife and one (1) year after.
- 3. An employee adopting an infant child (i.e., one (1) year of age or less), shall be granted upon request, a leave to commence at any time during the first year of receiving de facto custody of said infant child, or prior to receiving such custody if necessary in order to fulfill the requirements for adoption.
- 4. Except in cases of medical disability, the employee may request only one (1) extension of leave.

#### ARTICLE XIV

#### RETIREMENT

#### A. Written Notice

All employees shall give written notice of intention to resign at least two (2) weeks, if possible, prior to the effective date.

#### **B.** Severance Pay

After ten years of service any employee upon severance due to retirement or death shall receive a severance benefit in the amount of \$1,000. Additional severance credit may be earned at the rate of \$20.00 for each additional calendar month of employment after the tenth year. In no case would the maximum payment exceed \$3,000. Payment in case of a deceased employee will be made to the beneficiary or to the estate of the deceased. Any employee who retires under the provisions of the Michigan Retirement Act is guaranteed the base amount of \$1,000.

#### ARTICLE XV

#### DISCIPLINE, TERMINATION AND LAYOFF

- A. No employee shall be disciplined, reprimanded, or discharged without just cause.
- **B.** Any employee who is absent for three (3) consecutive work days who fails to make a report of the absence to the immediate supervisor may be discharged by the Executive Director of Human Resources.
- **C.** Any employee who is discharged forfeits all rights except for unused earned vacation time which is paid for at the pay rate then in effect for the employee.
- **D.** An employee who is involuntarily transferred for reasons other than a reduction in work force (see Section E of this Article) shall be afforded the following:
  - 1. The Administration will provide, in writing, a reasonable explanation for the transfer to the Union prior to employee receiving notice.

- 2. The employee will receive notification 30 calendar days prior to the transfer.
- 3. If the employee is transferred one grade level lower than his/her current classification, the employee shall maintain the rate of pay at the current classification. If the employee is transferred two grade levels or more lower than his/her current classification, the employee shall receive the rate of pay one grade level below his/her current classification. In the event of a transfer to a higher grade level, the employee will receive the rate of pay designated to the position in which he/she is being transferred.
- 4. Regular part-time employees, who work in the department and possess the same qualifications and skills and perform the same duties as the employee being affected by the transfer, shall have their positions eliminated before the bargaining unit member is involuntarily transferred.
- **E.** Should the Administration decide to implement a reduction-in-force, the following procedure shall be utilized:
  - 1. The administration shall designate the position or positions to be eliminated.
  - 2. The Association and the affected employees shall receive two weeks notice.
  - 3. Regular part-time employees who work in a department from which a bargaining unit position is to be eliminated shall be laid-off before the position of the bargaining unit employee is eliminated. Department shall be as defined in a letter of understanding which is attached to and made part of this agreement as Exhibit C. It is understood that this section (D.3), applies only to position elimination's which result in a lay off of a bargaining unit employee.
  - 4. Any employee displaced because the employee's position has been eliminated, shall be able to "bump" another employee with lesser bargaining unit seniority according to the options provided below providing the displaced employee is currently qualified to perform the duties of the position claiming through "bumping." Any employee "bumped" shall have the same right. Qualifications shall be determined by the Executive Director of Human Resources. An employee cannot "bump-up."
    - a. An employee displaced by a position elimination who has sufficient seniority compared to others in the same classification shall be re-assigned by the College to another position within the same classification. Such an employee may choose to be laid-off rather than accept reassignment.
    - b. A displaced employee who does not have sufficient seniority to remain in the assigned classification shall be allowed to bump out-of-classification choosing one of the following:
      - (1) The position held by the least senior employee within the same pay grade; or
      - (2) The position held by the least senior employee within the next lower graded classification in the same job family; or
      - (3) The position held by the least senior employee within the next lower pay grade.
    - c. Before making these decisions, the employee shall be granted an interview with the prospective supervisor(s). The employee shall complete any such interviews in a timely manner. Failure to complete the interviews and/or make a decision shall not delay the effective date of the reduction-in-force.
- **F.** When the working force is increased after a lay-off, employees will be recalled in inverse order of lay-off provided the employee to be recalled has the qualifications required. Notice of recall shall be sent to the employee at the last known address by first class mail. A copy of the recall notice shall be sent to the President of the Association.
- **G.** An employee's eligibility for recall shall terminate if the employee:

- 1. Resigns
- 2. Has lost seniority in accordance with Article XI, Section E.
- 3. Fails to respond to the recall notice within ten (10) working days of the College's mailing of same by certified mail.
- **H.** After ten years of service, any employee whose employment is interrupted under Section D above or through no fault of the employee's, may choose to be terminated and shall be entitled to severance benefits outlined in Article XIV, Section B.

#### **ARTICLE XVI**

#### PAID VACATION ALLOWANCE

- **A.** As of the beginning of each fiscal year, (July 1) an employee's prior service shall be reviewed and vacation time for the upcoming fiscal year shall be granted on the following basis:
  - 1. <u>Less Than One Year of Service</u> The employee will receive seven and one-half hours of paid vacation for each one (1) month of service. Vacation hours earned by the employee may be used from the date of hire to June 30 of the following fiscal year.
  - 2. A College employee who transfers into the union will have the option of:
    - Carrying over vacation hours earned in the employee's previous position to be used by June 30 of the following fiscal year –or-
    - Receiving payment for those earned vacation hours.
  - 3. One Year or More of Service -

	Number of Paid Vacation
Years of Service	Hours Granted in
as of July 1	<b>Current Fiscal Year</b>
1 or more, but less than 3	90.0
3 or more, but less than 5	127.5
5 or more, but less than 7	150.0
7 or more	172.5

- **B.** Vacation must be used during the fiscal year, July 1 through June 30, with a four (4) month grace period extending until October 31. Employees working less than twelve (12) months per year or 37-1/2 hours per week shall receive vacation allowance on a pro rata basis.
- **C**. Each division of the College will arrange an appropriate vacation schedule.
- **D.** Any employee leaving the service of the employer prior to July 1 of a given year will receive earned vacation benefits on a pro rata basis.

#### ARTICLE XVII

#### **INSURANCE**

**A.** The College shall provide one of the following options to each employee:

#### 2005/2006

#### 1. PLAN A:

Health Insurance

A \$50 annual deductible/person - \$100 annual deductible/family on major medical which includes the second surgical opinion program for elective surgery and the pre-admission and concurrent review program. Also included are oral contraceptives prescribed by a physician, routine cancer screening exams and, with pre-approval, home health care and convalescent nursing home care.

#### OR:

A choice of one of the Health Maintenance Organizations (HMO) available.

Each employee who is eligible for medical/hospital insurance shall be able to select either the insurance or the HMO; however, a husband and wife both employed by the College, and both eligible for medical/hospital insurance, shall make the same selection, that is, either the insurance or the HMO but not both.

The College shall contribute the monthly premium for employees electing the HMO, up to but not to exceed, the monthly premium being paid for the insurance. If the cost of the HMO exceeds that of the insurance, the employee shall authorize the College to withhold this additional amount from the employee's paychecks. Notification of HMO premiums shall be supplied prior to or during the open enrollment period.

An open enrollment period shall be available each year. During this open enrollment period, employees shall be able to change from the insurance to an HMO, from an HMO to a different HMO, or from an HMO to the insurance.

#### PLUS:

<u>Group Life Insurance</u> in the amount of \$23,000. In the event of accidental death, the insurance carrier will pay twice the stated amount. See insurance certificate for schedule of dismemberment coverage.

#### 2. PLAN C:

A cash stipend of seventy-five dollars (\$75.00) per pay while actively employed on a full-time basis by the College.

#### 2006 through 2009

The enhanced benefit program will be eliminated July 1, 2006. Employees will receive \$275 added to their base pay effective July 1, 2006.

#### Blue Cross Blue Shield Traditional

The premium cap shall be set at the 2005/2006 family rate plus \$1,000; the employee will pay 50% of the cost in excess of this amount effective July 1, 2006 up to \$480 annually.

The premium cap shall be set at the 2005/2006 family rate plus \$1,000; the employee will pay 50% of the cost in excess of this amount effective July 1, 2007 up to \$600 annually.

The premium cap shall be set at the 2005/2006 family rate plus \$1,000; the employee will pay 50% of the cost in excess of this amount effective July 1, 2008 up to \$720 annually.

OR:

Community Blue PPO Plan 2 plus \$800 paid to the employee the first pay in December.

OR:

Blue Care Network-Package E plus \$800 paid to the employee the first pay in December.

Each employee who is eligible for medical/hospital insurance shall be able to select BCBS, PPO-2 or BCN-E; however, a husband and wife both employed by the College, and both eligible for medical/hospital insurance, shall make the same selection, that is, BCBS or PPO-2 or BCN-E.

An open enrollment period shall be available each year. During this open enrollment period, employees shall be able to-choose BCBS, PPO-2, or BCN-E. PLUS:

<u>Group Life Insurance</u> in the amount of \$50,000. In the event of accidental death, the insurance carrier will pay twice the stated amount. See insurance certificate for schedule of dismemberment coverage.

#### 2. PLAN C:

A cash stipend of \$3,000 annually while actively employed on a full-time basis by the College with Group Life Insurance in the amount of \$50,000. In the event of accidental death, the insurance carrier will pay twice the stated amount. See insurance certificate for schedule of dismemberment coverage.

**B.** In accordance with the current plan, optional life insurance will continue to be available with the premium costs paid by the employee.

#### C. Dental Insurance

The College will provide dental insurance as follows:

- -Preventive/Basic services 70% to 100% of reasonable and customary charges.
- -Major services 50% to 80% of reasonable and customary charges.
- -Maximum annual benefit (preventive/basic and major combined) \$1,000/person.
- -Orthodontics 50% of reasonable and customary charges to a maximum lifetime benefit of \$1,500 per dependent child under age 19.

#### D. Vision Care

All employees and dependents shall be eligible for the following vision care program:

Schedule of Covered Services

Complete Examination - maximum
 Lenses
 Pair single prescription-maximum
 Pair bi-focal prescription - maximum
 Usual and Customary
 Usual and Customary
 Usual and Customary

Pair bi-focal prescription - maximum

Pair tri-focal prescription - maximum

Contact lenses (each lens) maximum

Usual and Customary

Usual and Customary

Usual and Customary

S 40

3. Frames - maximum Usual and Customary

#### Limitations

Examinations will be limited to one per person, and lenses will be limited to one pair per person during any twelve (12) consecutive months. Frames will be limited to one set per person during any twelve (12) consecutive months.

- E. Employees assigned to operate CRT/VDT units, who experience vision problems in the use of this equipment shall report such a problem to the Executive Director of Human Resources. The Human Resources Department will investigate the reported problem in conjunction with the employee. If a solution to the problem requires corrective lenses or a change in existing corrective lenses, the employee shall first utilize the existing vision care insurance program to obtain the proper lenses. If a solution to the problem requires lenses which are not compatible with those the employee needs normally, then the College will provide additional corrective lenses to be used only for work with the CRT/VDT. In such a case, the College shall have the right to select the provider(s) and determine the type of frames and lenses consistent with a solution to the vision problem.
- **F.** Bargaining unit employees who are laid off shall be eligible to continue their group insurance program as per the C.O.B.R.A. guidelines (contact the Human Resources Department for guidelines).

#### G. Short-term Disability

The College shall continue to provide short-term disability benefits at the rate of 60% of the weekly salary up to a maximum of \$425 per week beginning with the fifteenth calendar day of illness or after expiration of the employee's sick days, whichever occurs last. So long at the employee is ill, benefits will continue until the employee meets the time requirements for long-term disability.

#### H. Long-term Disability

The College will continue to provide the employee, to the extent possible through the carrier, a long-term disability Insurance Plan with benefit commencing on the 121<sup>st</sup> calendar day of disability at 70% of their salary with the maximum payment of \$2,500 per month.

- **J.** The College shall continue to provide Public Liability Insurance (Broad Form) covering services rendered by employees during the course of their employment.
- **K.** The College shall continue to provide, without cost to the employee, Worker's Compensation coverage in accordance with the applicable State statutes.

#### ARTICLE XVIII

#### DEPENDENT CARE/MEDICAL SPENDING ACCOUNT PROGRAMS

The College will afford employees the opportunity to redirect a portion of their salary in accordance with the Schoolcraft College Dependent Care/Medical Spending Account Programs, provided they are in compliance with federal tax guidelines.

#### ARTICLE XIX

#### PHYSICAL EXAMINATION

- **A.** An applicant after receiving an offer of employment, must successfully complete (at the expense of the College) medical evidence of ability to perform the essential functions of the position. The College shall provide the form and designate the physician who will perform such physical examination.
- **B.** Any employee shall be required to report for health examination at College expense, to a physician designated by the College, when in the judgment of the administration the apparent health of the employee warrants it.

#### ARTICLE XX

#### **STRIKES**

So long as this Agreement is in effect the Association shall not cause, or permit employees represented by it to cause, nor will any employee represented by the Association take part in any strike, slowdown, planned inefficiency, stoppage of work, or any other curtailment of work or instruction or interference with work or instruction for any reason whatsoever. Nor will the Association threaten, induce, authorize or sanction the same. Upon learning of any unauthorized strike, slowdown, stoppage of work, planned inefficiency or any other curtailment, restriction or interference with work or instruction, the Association shall take all necessary steps to avert or bring such activity to a prompt termination.

#### ARTICLE XXI

#### **NEGOTIATION PROCEDURES**

- **A.** In any negotiations described in this Agreement, neither party shall have any control over the selection of the bargaining representatives of the other party and each party may select its representatives from within or without the College. It is recognized that no final Agreement between the parties may be executed without ratification by a majority of the Board of Trustees and by a majority of the membership of the Association.
- **B.** This Agreement incorporates the entire understanding of the parties on all issues which were or could have been subject to negotiations. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter not covered by this Agreement.
- **C.** In the event the negotiations described in the paragraphs above reach an impasse, the procedure described in Act 379 of the Michigan Public Acts of 1965, as amended from time to time, shall be followed when requested by either party.

#### ARTICLE XXII

#### GRIEVANCE PROCEDURE

#### A. Definitions

- 1. The term "grievance" shall mean a claim of an alleged violation, misinterpretation or misapplication of this Agreement.
- 2. The term "grievant" shall mean the employee or employees asserting the claim, or the Association.
- 3. The term "day" shall mean work days excluding Saturdays, Sundays, and holidays.

#### B. Processing

- 1. All grievances shall be filed and processed on forms developed by Human Resources and the Association.
- 2. The time limits indicated at each level shall be considered as a maximum; however, said time limits may be extended by mutual consent in writing.
- 3. The failure of the Association to proceed to the next step of the grievance procedure within the time limits specified shall be notice that the grievance is dropped and shall constitute a waiver of any future appeal concerning the particular grievance. The failure of the College to render a decision within the time limits specified shall permit the grievant to proceed to the next higher step.

- 4. An employee may have a grievance adjusted without the intervention of the Association, providing:
  - a. The adjustment is not inconsistent with the terms of the Agreement; and
  - b. The Association has had an opportunity to be present at such adjustment.
- 5. The discussion and processing of grievances shall not interfere with the carrying out of the duties and responsibilities of any employee.

#### C. Purpose

The primary purpose of this procedure is to secure at the lowest possible level equitable solutions to grievances arising under this Agreement. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure.

#### **D.** Structure

#### 1. Step One

Within ten (10) days from the event or occurrence giving rise to the grievance, the employee shall meet informally with the employee's immediate supervisor in an attempt to resolve the grievance. Within five (5) days of such meeting the grievant's supervisor shall render a decision on the grievance. If the response is unsatisfactory, the grievant shall have five (5) days to submit the grievance in writing to Step Two. The grievant shall have the right to have a member of the Association present during the informal discussion.

#### 2. Step Two

Within ten (10) days from receipt of the grievance, the next level supervisor or administrator within the chain of command shall meet with the grievant and/or the grievance chairperson and attempt to resolve the grievance. Within five (5) days of such meeting the administrator shall render a written decision of the grievance. Should the Association choose to proceed to Step Three, they shall within five (5) days of the answer by that supervisor or administrator, submit the grievance to Step Three.

#### 3. Step Three

Within ten (10) days from receipt of the grievance the Executive Director of Human Resources shall meet with the grievant and/or the grievance chairperson and attempt to resolve the grievance. Within ten (10) days of such meeting the Executive Director of Human Resources shall render a written decision on the grievance.

Should the Association choose to proceed to arbitration, they shall, within ten (10) days of the answer, inform the Executive Director of Human Resources of their intent and then shall submit a written request for arbitration to the American Arbitration Association within twenty (20) additional days.

#### 4. Step Four

The arbitrator shall be selected according to the American Arbitration Association procedures and the arbitrator's fees and expenses shall be shared equally by the College and the Association. The expenses and compensation of any witness or participant in the arbitration shall be paid by the party calling such witness or requesting such participant.

The arbitrator shall have no power to add to, subtract from, alter, or in any way modify the terms of the Agreement or construe said terms in derogation of the College's rights and responsibilities except to the extent such rights and responsibilities may be expressly limited by the terms of this Agreement. The decision of the arbitrator shall be final and binding on the Association, the employees involved, and the College.

#### ARTICLE XXIII

#### **EDUCATION/TRAINING**

#### A. Workshops/Seminars

The College recognizes that participation in short-term institutes, workshops, and seminars which relate specifically to the function of the position of an employee must have a mutual value to the employee and the College. A staff development fund is available for this purpose.

#### **B.** Educational Grant Fund

The College shall provide an educational grant fund for the payment of 100% of the tuition of all full-status employees, their spouses and children\* who attend credit classes at Schoolcraft College.

A bargaining unit employee who is laid-off shall continue to be eligible (the employee only) for the tuition grant program until the laid off employee loses seniority in accordance with Article XI, Section E5.

\*As per IRS Code

#### C. Tuition Reimbursement

Full-time employees may qualify for tuition reimbursement in the amount of fifty percent (50%) of actual cost (excluding fees, books and all other costs) with a \$300 per fiscal year maximum, subject to the following conditions:

- 1. that the employee shall have been employed by Schoolcraft College for at least one year before commencing the course for which reimbursement is sought;
- 2 that the employee must already possess an Associate degree and be seeking a Bachelor's degree;
- 3 that the course is part of the Bachelor's degree program:
- 4 that the degree program is related either to the employee's current position with Schoolcraft College or to a position with Schoolcraft College to which the employee might reasonably be expected to advance;
- 5. that the course is not available at Schoolcraft College or, if available, cannot be transferred;
- 6. that the course be approved by Human Resources as qualified for tuition reimbursement prior to the employee beginning the course; and
- 7. that the employee achieves a grade of "C" or better in the course.

Payment shall be made after the course is completed, upon written proof of the cost of tuition and the grade achieved, if all of the above conditions are satisfied.

#### D. Receipt of Degree/Certified Professional Secretary Status

Upon receipt of verified and proper documentation that an employee has earned an Associate Degree or Certified Professional Secretary status while employed at Schoolcraft College, the employee shall be granted a \$500 stipend following receipt of the verified and proper documentation. Such documentation shall be provided to the Executive Director of Human Resources and must include the date of completion and a signature of an individual in authority from the institution/agency from which the degree or status has been obtained. This stipend or step shall be granted only once for each employee.

#### ARTICLE XXIV

#### MISCELLANEOUS PROVISIONS

#### A. Copies of Agreement

As soon as practical the College will provide sixty-five (65) copies of this Agreement to the Union. The Union shall be responsible for distributing these copies to its members.

#### **B.** Financial Information

The College agrees to furnish to the Association, when and as periodically requested, information concerning the financial resources of the College, adopted budgets, and such other information as it may reasonably require for purposes of negotiating.

#### C. Non Discrimination

The provisions of the Agreement shall be applied without regard to sex, race, creed, religion, color, national origin, age, marital status or handicap.

#### D. Mileage Allowance

An employee required by the supervisor to drive the employee's personal automobile for College business shall receive the mileage allowance in effect at that time.

#### E. Salary Overpayment

The College shall have the right to deduct any salary overpayments to an employee from compensation due to that employee. Should this occur, the employee shall be notified in writing of the amount in question. The repayment schedule shall be developed by mutual agreement.

#### ARTICLE XXV

#### **DURATION**

This Agreement shall become effective on July 1, 2005, and shall remain in full force and effect until June 30, 2009. It shall automatically be renewed from year to year thereafter unless either party shall give the other party written notice of the desire to terminate, modify or amend this Agreement no later than sixty (60) days prior to its termination. Such notice shall be given the other party in writing, and successor agreements shall be negotiated as provided under Article XXI of this document.

FOR THE EMPLOYER:	FOR THE ASSOCIATION OF OFFICE PERSONNEL:		
Chairperson Board of Trustees	President		
President	MEA-Uniserv Director		
Chief Negotiator	Member-Negotiating Team		
Member-Negotiating Team	Member-Negotiating Team		
Member-Negotiating Team	 Member-Negotiating Team		

SCAOP Performance Review				
Employee	e Date of Hire			
Evaluation Da	te			
Probation	The agreement between the Board of Trustees and the Association of Office Personnel states that during the probationary period at least two (2) written evaluations shall be made by the immediate supervisor and these written reviews shall become part of the employee's employment record. These reports are designed to protect the rights of the employee and the College by making both parties aware of the individual's progress.			
	The initial evaluation must be done at the end of one and one-half months employment. Each evaluation will be discussed with the employee. The file copy shall be signed by the employee and a copy presented to the employee.			
	Please use this form for evaluating this employee. Include a concise statement regarding strong points and/or problem areas, as well as your recommendation for or against regular status.			
Regular	The annual performance review shall be written. It shall be discussed with the employee and signed by the employee. A copy shall be furnished the employee and the employee is entitled to answer, explain, or clarify the evaluation.			
Please use the	e following numerical r	atings in your evaluation of th	e above employee:	
	5 = Excellent 4 = Very Good	3 = Average 2* = Below Average		

<sup>\*</sup>If either of these ratings are used, a narrative must be attached, which may be answered, explained, or clarified by the employee.

PERFORMANCE FACTORS	SCORE (5-1)	COMMENTS AND SUGGESTIONS
KNOWLEDGE The blending of job-related education, skills and experience.		
QUANTITY Accomplishments measured against requirements of his/her position; results and timely completion of projects.		
QUALITY Degree of excellence of results. Accuracy and overall caliber of completed assignments.		

#### **SCAOP Performance Review**, page 2

PERFORMANCE FACTORS	SCORE (5-1)	COMMENTS AND SUGGESTION
JUDGMENT Capacity to make reasonable decisions for effective job performance. Effective planning and organizational skills.		
CREATIVITY Ability to apply imagination and originality to the job.		
INITIATIVE Self starter. Attempts non-routine jobs and tasks. Accepts special assignments beyond daily routine.		
RELIABILITY Dependability and trustworthiness. Successful completion of assigned tasks without undue checking.		
PERSEVERANCE Steadfast pursuit of job objectives when faced with unexpected obstacles		
ATTENDANCE Availability for work. Punctuality.		
INTERPERSONAL RELATIONS Ability to relate to others. Courteous and cooperative. Ability to use constructive criticism in a positive manner.		
I have discussed the contents of this eval necessarily imply agreement with the eva		pervisor. My signature does not
The job description for my position has be	een reviewed.	
Employee	Date _	
Supervisor		
Original-Personnel File Fi	rst Copy-Employee	e Second Copy-Supervisor

#### **CLASSIFICATIONS BY GRADE**

#### **GRADE 5**

Office Assistant

#### **GRADE 6**

Bookstore Assistant A Bookstore Assistant B Bookstore Assistant C Office Assistant College Receptionist Secretary I

#### **GRADE 7**

Cashier II
Office Assistant
Purchasing Assistant
Secretary II
Document and Layout Associate

#### **GRADE 8**

Accounts Payable Associate
Account Management Associate
Bookstore Operations Associate
Bookstore Purchasing Associate
Cashier III
Payroll Associate
Public Safety Education Associate
Secretary III

#### **GRADE 9**

Accounting Associate
Accounts Receivable Associate
Continuing Education Associate
Secretary IV

#### **GRADE 10**

Administrative Secretary Payroll Associate

#### LETTER OF UNDERSTANDING

For the purposes of Article XV, Section D.3, departments shall be as follows:

Accounting

Admissions

Associate/Assistant Deans (Each separate - including assigned areas)

Bookstore

Bursar-Switchboard

**Business Services** 

**Business and Technology** 

Career Planning & Placement

Continuing Education and Professional Development Services

Corporate Services

Corporate Training

Counseling

**Culinary Arts** 

**Development & Governmental Relations** 

Disbursements

Doc-U-Center

**Enrollment Management** 

Facilities Management

Financial Aid

Institutional Research

**Human Resources** 

Information Services

**Instructional Operations** 

Instructional and Media Services

Learning Assistance Center

Learning Resources

Liberal Arts

Marketing

President's Office

Public Safety

Purchasing

Radcliff Center

Registrar

Strategic Initiatives

**Student Activities** 

Women's Resource Center

#### **LONGEVITY**

Each employee who completes the required years of uninterrupted service (based on the employee's date of hire) during the fiscal year shall receive on the last pay in June of that same fiscal year (as long as the eligible employee remains actively employed) an annual longevity payment according to the following schedule:

Years of Service	Longevity Amount		
10 OR MORE but less than 12	\$625		
12 OR MORE but less than 13	\$700		
13 OR MORE but less than 20	\$825		
20 OR MORE	\$1,000		

Upon retirement, any employee eligible for longevity shall receive a pro rata payment.

### SCHOOLCRAFT COLLEGE ASSOCIATION OF OFFICE PERSONNEL SALARY SCHEDULE

	July 1, 2005 (3%)	July 1, 2006 (3%)	July 1, 2007 (2%)	July 1, 2008 (2%)
Grade 5	\$16.44	\$17.07	\$17.41	\$17.76
Grade 6	\$17.44	\$18.10	\$18.46	\$18.83
Grade 7	\$18.48	\$19.18	\$19.56	\$19.95
Grade 8	\$19.81	\$20.55	\$20.96	\$21.38
Grade 9	\$20.65	\$21.41	\$21.84	\$22.28
Grade 10	\$21.70	\$22.49	\$22.94	\$23.40

For the first three (3) months of employment, an employee shall be paid at 85% of the wages for the position; for the next three months, the employee shall be paid at 90% of the wages for the position; after six (6) months of employment the employee shall be paid at 100% of the wages for the position. These pay adjustments shall be effective at the beginning of the next pay period.